



Seller's Disclosure Statement

H

Property Address: 10300 Timber Ridge Dr Milan MICHIGAN
Street City, Village or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT REPRESENTING THE SELLER IN THIS TRANSACTION, AND IS NOT A SUBSTITUTION FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN.

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/oven	X				Lawn sprinkler system	X			
Dishwasher	X				Water heater	X			
Refrigerator	X				Plumbing system	X			
Hood/fan	X				Water softener/conditioner	X			
Disposal	X				Well & pump	X			
TV antenna, TV rotor & controls				X	Septic tank & drain field	X			
Electric System	X				Sump pump	X			
Garage door opener & remote control	X				City water system				X
Alarm system				X	City sewer system				X
Intercom				X	Central air conditioning	X			
Central vacuum				X	Central heating system	X			X
Attic fan				X	Wall furnace				
Pool heater, wall liner & equipment				X	Humidifier	X			
Microwave	X				Electronic air filter				X
Trash compactor				X	Solar heating system				X
Ceiling fan	X				Fireplace & chimney	X			X
Sauna/hot tub				X	Wood burning system				X
Washer	X				Dryer	X			X

Explanations (attach additional sheets, if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

- Basement/Crawlspace:** Has there been evidence of water? yes _____ no _____
If yes, please explain: _____
- Insulation:** Describe, if known: _____
Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown _____ yes _____ no _____
- Roof:** Leaks? _____
Approximate age, if known: _____
- Well:** Type of well (depth/diameter, age and repair history, if known): _____
Has the water been tested? yes _____ no _____
If yes, date of last report/results: _____

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BUYER'S INITIALS _____

SELLER'S INITIALS MS

FORM H JAN/06

Real Estate One, Inc - Ann Arbor 555 Briarwood Cir Ste 333 Ann Arbor, MI 48108
Phone: 734.996-0000 Fax: 734.661-0102 Tom Stachler

10300 TimberRi

Seller's Disclosure Statement

Property Address: 10300 Timber Ridge Dr Street Milan City, Village or Township MICHIGAN

- 5. Septic tanks/drain fields: Condition, if known: _____
- 6. Heating system: Type/approximate age: _____
- 7. Plumbing system: Type: copper galvanized _____ other _____
Any known problems? _____
- 8. Electrical system: Any known problems? _____
- 9. History of Infestation, if any: (termites, carpenter ants, etc.) _____
- 10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.

	unknown _____	yes _____	no <input checked="" type="checkbox"/>
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- If yes, please explain: _____
- 11. Flood Insurance: Do you have flood insurance on the property?

	unknown _____	yes _____	no <input checked="" type="checkbox"/>
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- 12. Mineral Rights: Do you own the mineral rights?

	unknown _____	yes _____	no <input checked="" type="checkbox"/>
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Other Items: Are you aware of any of the following:

- 1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property?

	unknown _____	yes _____	no <input checked="" type="checkbox"/>
--	---------------	-----------	--
- 2. Any encroachments, easements, zoning violations or nonconforming uses?

	unknown _____	yes _____	no <input checked="" type="checkbox"/>
--	---------------	-----------	--
- 3. Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others), or a homeowners' association that has any authority over the property?

	unknown _____	yes _____	no <input checked="" type="checkbox"/>
--	---------------	-----------	--
- 4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors?

	unknown _____	yes _____	no <input checked="" type="checkbox"/>
--	---------------	-----------	--
- 5. Settling, flooding, drainage, structural or grading problems?

	unknown _____	yes _____	no <input checked="" type="checkbox"/>
--	---------------	-----------	--
- 6. Major damage to the property from fire, wind, floods, or landslides?

	unknown _____	yes _____	no <input checked="" type="checkbox"/>
--	---------------	-----------	--
- 7. Any underground storage tanks?

	unknown _____	yes _____	no <input checked="" type="checkbox"/>
--	---------------	-----------	--
- 8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.?

	unknown _____	yes _____	no <input checked="" type="checkbox"/>
--	---------------	-----------	--
- 9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge?

	unknown _____	yes _____	no <input checked="" type="checkbox"/>
--	---------------	-----------	--
- 10. Any outstanding municipal assessments or fees?

	unknown _____	yes _____	no <input checked="" type="checkbox"/>
--	---------------	-----------	--
- 11. Any pending litigation that could affect the property or the Seller's right to convey the property?

	unknown _____	yes _____	no <input checked="" type="checkbox"/>
--	---------------	-----------	--

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: _____

The Seller has lived in the residence on the property from 2011 (date) to PRESENT (date).
 The Seller has owned the property since 2011 (date).

The Seller has indicated above the conditions of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller [Signature] Date: 11/12/12
 Seller [Signature] Date: 11/10/12

Buyer has read and acknowledges receipt of this statement.
 Buyer _____ Date: _____ Time: _____
 Buyer _____ Date: _____ Time: _____

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of form for misrepresentation or for warranties made in connection with the form.

Real Estate One



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE OF INFORMATION FOR RESIDENTIAL SALES

PURPOSE OF THIS STATEMENT: The information provided in this statement is required to be provided by all sellers of residential housing built before 1978. This statement is required by the Residential Lead-Based Hazard Reduction Act of 1992 (42 U.S.C. 4582d).

Property Address: 10300 Timber Ridge Dr Milan 48160
(Street) (City) (Zip Code)

The residence at this address was constructed after January 1, 1978: (Seller must initial one.)

Yes No Unknown

(If Yes is initialed, omit the rest of this Disclosure and sign below, otherwise, complete the following Sellers portion and sign below.)

LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the purchaser with any information on lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE (Initial)

AB 1.
(seller must
Initial)

Presence of lead-based paint or lead-based paint hazards (Check a or b below):

(a) Known lead-based paint and/or lead-based paint hazards are present in the housing
(Explain)

(b) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

AT 2.
(seller must
Initial)

Records and reports available to Seller: (Check a or b below):

(a) Seller has provided Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. (List documents below.)

(b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

AB 3.
(seller must
Initial)

Seller acknowledges that agents have informed Seller of Seller's obligation under 42 U.S.C. 4582d, as printed on the back of this form.

RESPONSIBILITIES OF SELLERS UNDER RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT

Federal law now imposes the requirements listed below on sellers of residential housing built prior to 1978.

1. Seller must disclose the presence of any lead-based paint hazards actually known to Seller. This disclosure must be made prior to Seller's acceptance of Purchaser's offer. An offer may not be accepted until after the disclosure requirements are satisfied and Purchaser has had an opportunity to review the language, and to amend the offer, if Purchaser wishes.
 - a. If Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the property being sold, the disclosure must include any information available concerning the known lead-based paint and/or lead-based paint hazard, including the following:
 - i. Seller's basis for determining that lead-based paint and/or lead-based paint hazards exist;
 - ii. The location of the lead-based paint and/or lead-based paint hazards; and
 - iii. The condition of the painted surfaces.
 - b. If a lead-based paint hazard is not known to Seller, the disclosure must include a statement disclaiming such knowledge.
 - c. Seller must provide a list of any records and reports available to Seller pertaining to lead-based paint and/or lead-based paint hazards, copies of which must be provided to Purchaser. (If no such records or reports exist, the disclosure statement should affirmatively so state.)
 - d. The disclosure must include the government-mandated **Lead Warning Statement**, found on page one of this form.
2. Seller must provide Purchaser with a copy of the federal pamphlet entitled Protect Your Family From Lead In Your Home. A copy of this pamphlet is available from your REALTOR®.
3. Seller must permit Purchaser a ten (10) day period (unless the parties mutually agree, in writing, upon a different period of time) to have the property tested for lead-based paint before Purchaser becomes obligated under the Sales Contract.

A civil fine of \$10,000 may be levied against any seller or real estate agent who fails to live up to the obligations imposed by this law.

Initials

AS

ms



101-187166851

Standard Addendum

To the Buyer(s): This document contains important information concerning the referenced Property. You are urged to review its contents carefully.

File # 2321302

Property Address: 10300 Timber Ridge Drive
 Milan, MI 48160

This Addendum supersedes and overrides any conflicting clauses or statements in the attached Agreement.

Ownership:

The terms and conditions of this agreement which apply to Seller are SUBJECT TO the Seller becoming owner.

Earnest Money; Default; Brokers:

In the event of a default in consummating this purchase by the Buyer(s), it is agreed that any earnest money or deposit shall be retained by the Seller as liquidated damages. Any provisions of the attached Agreement (i) with respect to any payments or amounts due to brokers; and/or (ii) agreeing to indemnify or hold Broker harmless with respect to any matters are null and void. Broker compensation and relationship is governed exclusively by the Listing Agreement between Seller and Listing Broker.

Insurance Premiums:

Insurance premiums shall not be prorated. All existing insurance policies will be canceled at the time of closing.

Taxes / Assessments / Bonds / Homestead Exemptions:

Tax, assessment, and bond prorations shall be based on the last known bill or upon the tax assessor's latest valuation and the current tax or assessment rate, and shall be prorated at the time of closing. **If it is common practice and/or local custom to have no prorations at the closing there shall be no prorations.** There will be no re-proration or readjustment of taxes based on actual statements after the date of closing. The seller represents that it has no knowledge, actual or constructive, as to whether or not a homestead exemption applies to the property.

This paragraph shall supersede and override any other clauses or statements in this agreement that concern taxes, assessments or bonds.

Mortgage:

Should the lender's commitment be conditioned on any repairs, the Seller reserves the right to cancel this agreement, and return all earnest money deposits to the Buyer(s) with no further obligation by Seller. Buyers



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assume all risk of any changes in the interest rate and mortgage discount points, and agree to close this transaction, regardless of any such changes.

Arbitration:

Seller does not agree to participate in any arbitration or mediation in the event of any dispute arising from this transaction.

Disclosure:

Buyer(s) agree to execute the attached Seller's Real Estate Disclosure Acknowledgment, as a part of this agreement. At closing to confirm having had an opportunity to review their contents, Buyer(s) shall re-sign the Seller's Real Estate Disclosure Acknowledgment.

Condition:

Buyer(s) acknowledge that Seller the property is the subject of a relocation transaction, and that Seller is not and has never been a occupant of the property and has limited first-hand knowledge of the property.

Neither Seller nor Seller's agent has made any warranties or representations, either expressed or implied (except as may have been given to the Buyer(s) in writing), as to the condition of the premises. No representations or warranties made by seller shall survive the closing. Buyer(s) acknowledge that they have the opportunity to inspect the property or have the same inspected by others on their behalf. Except for any repairs specifically required to be made by Seller in accordance with the terms of this Agreement, or attached hereto, Buyer(s) understand that they are purchasing the property in "As-Is" condition, subject only to any specific items set forth in this Agreement.

Naturally occurring radon, molds, fungi, spores, pollens and/or botanical substances, or other allergens (e.g., dust, pet dander, insect waste material, etc.) may be found in a home, including radon and mold. In addition, certain building materials (such as asbestos, urea-formaldehyde foam insulation ("UFFI") and drywall—also known as wallboard, gypsum board or plasterboard manufactured in China ("Chinese Drywall")) have been linked to health concerns and/or property damage. Collectively, these are all referred to as "Substances." Buyer(s) acknowledge and accept that Seller does not in any way disclose (except as expressly set forth in any other documents provided to you by Seller), warrant or indemnify indoor air quality conditions (including the presence or absence of Substances) at the property and is not responsible in any way for conditions that may exist at the property or health problems or property damage that might develop from or be related to such conditions. Buyer(s) agree to indemnify and hold Seller and prior owners, harmless from any claims raised after the closing transaction relating to the presence or non-disclosure of Substances in the property (said indemnity to include attorneys' fees). Buyer(s) are directed to consult the U.S. Environmental Protection Agency website at www.epa.gov or the equivalent state environmental/health services agency if additional information concerning indoor air quality and Substances is desired.

Buyer(s) acknowledge that they have, per the terms of this Agreement, the opportunity to verify any inspections or matters disclosed on a Real Estate Disclosure, or perform their own inspections to the property. Buyer(s) shall report, in writing, the results of any such inspection(s), and repair requests. Buyer(s) shall supply Seller with a copy thereof, within ten (10) days after acceptance of this Agreement. Failure to do so shall be deemed a waiver of the Buyer's right to inspect and request repairs otherwise permitted under this Agreement. In the event of any claim or demand by Buyer(s), as a result of Buyer's inspection(s), the Seller shall have the option of:

1. Making said items operational or functional, agreeing to the expense in writing, or
2. Giving the Buyer(s) a credit for items, agreeing to the credit in writing, or



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3. Canceling this Agreement and refunding the Buyer's earnest money or other deposit.

In any case, Seller shall not be responsible for the quality of any repairs which may be required, and Buyer(s) agree to look solely to the person or company performing any such repairs. If a credit is given, Buyer(s) agree to sign a release. If Buyer and Seller cannot agree on the amount of the credit, Seller may elect Option 3. above and cancel this Agreement.

In order for the Buyer(s) to verify that the property is in the same physical condition, ordinary wear and tear excepted, as at the signing of this agreement, Buyer(s) have the right to make a final walk-through no later than seventy-two (72) hours prior to scheduled closing and shall inform Seller in writing of any objections within twenty-four (24) hours thereafter.

Closing:

Buyer(s) acknowledge that title to the property may be conveyed by someone other than Seller. Buyer(s) agree that the closing process shall be handled by Seller's closing agent, unless Buyer's lender, if any, requires otherwise.

If Buyer(s) pays for both the owner's and the lender's title insurance policies, Buyer is free to select the title insurance provider of Buyer's choice and should contact Seller to confirm the title insurance provider selected. If Seller pays for Buyer's owner's title insurance policy, Seller may choose the title agent to issue such policy. Buyer may elect either to use the same title agent to issue the lender's title insurance policy or to select an alternative title insurer or agent. If Buyer selects an alternative title insurer or agent to issue the lender's title insurance policy, Buyer should contact Seller to confirm the title insurance provider selected.

The closing of this sale and acceptance of a deed by Buyer(s) shall constitute acknowledgment that the condition of the premises and systems contained therein are acceptable and **Seller shall have no further responsibility or obligation concerning the property, and Buyer(s) waive all rights they may have concerning the condition of the property.**

Any and all credits granted by the Seller to the buyer must appear on the HUD-1 Closing Statement. Seller shall not have any obligation to grant any credit that does not appear on the HUD-1 Closing Statement.

Acceptance:

This Agreement is subject to Seller's approval, which shall be evidenced only by full execution of this Addendum.



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Special Provisions:

Notwithstanding anything to the contrary in the attached Agreement:

- (a) The Effective Date of the Agreement and this Addendum shall be the date that the Seller signs this Addendum;
- (b) Seller's correct, legal name for all purposes related to this Agreement is as shown on the signature line of this Addendum;
- (c) All personal property that conveys with the Property is sold "as is" and with no value;
- (d) Any assignment of the Agreement by Buyer (via either an assignment or naming a nominee) requires Seller's consent, which Seller may withhold in its sole discretion. Even if Seller's consent is given, the Buyer named herein shall remain fully obligated under the Agreement unless and until the Agreement has been fully performed by or on behalf of Buyer;
- (e) Seller shall not make any payment related to any closing date delays; and
- (f) MLS information/items (for example, square footage, school districts, buyer incentives, inclusions, agent incentives) are not part of the Agreement unless expressly stated in the Agreement or this Addendum.

Seller: **Cartus Financial Corporation**

Buyer _____ Date: _____

By _____ Date: _____

Co-Buyer _____ Date: _____

Buyer Phone Numbers: REQUIRED
 Home: _____ Work: _____

Co-Buyer Phone Numbers: REQUIRED
 Home: _____ Work: _____

PAGE 5 IS REQUIRED ONLY FOR HOMES LOCATED IN HI, OK, OR KS.

